

## **RELEASE AND SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is effective upon execution by all of the parties.

1. **Parties to this Agreement.** The parties to this Agreement are ANTHONY RITHMAN ("Plaintiff"), and ABC PEST AND LAWN SERVICES OF SAN ANTONIO, INC., A B C PEST CONTROL, INC. OF AUSTIN, ABC PEST CONTROL OF COLLEGE STATION, INC., ABC HOME & COMMERCIAL SERVICES, and ROBERT JENKINS, JR. (collectively "ABC," and together with Plaintiff, the "Parties").

2. **Purpose of Agreement.** This Agreement is being entered into to settle all claims asserted between the Parties in Cause No. 1:13-cv-00368-SS; *Anthony Rithman, Individually and On behalf of All Others, Similarly Situated v. ABC Pest and Lawn Services of San Antonio, Inc., A B C Pest Control, Inc. of Austin, ABC Pest Control of College Station, Inc., ABC Home & Commercial Services, and Robert Jenkins, Jr.*; before the United States District Court, Western District of Texas (the "Lawsuit").

3. **Consideration.** The consideration for this Agreement, which all Parties acknowledge is sufficient, consists of the release and acknowledgements contained herein and the following payments from ABC:

- i. within ten (10) days of the court entering an Order approving the parties' settlement, Defendants shall issue a check in the amount of \$4,950, payable to Anthony Rithman, which shall be reported as wages for which a W-2 shall be provided;
- ii. within ten (10) days of the court entering an Order approving the parties' settlement, Defendants shall issue a check in the amount of \$4,950, payable to Anthony Rithman, which shall be reported as liquidated damages for which a 1099 shall be provided; and
- iii. within ten (10) days of the court entering an Order approving the parties' settlement, Defendants shall issue a check in the amount of \$9,696.31 payable to Kennedy Hodges, LLP representing fees and costs.

4. **Release.** In exchange for the considerations recited in Section 3 of this Agreement, Plaintiff does hereby and forever release, acquit, and discharge ABC, which includes its attorneys and past, present, and future divisions, affiliates, predecessor, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, and privies from all claims, causes of actions, demands, debts, obligations, damages or liability, known or unknown, which concern or relate in any way to the payment of wages, commissions, bonuses or any other form of compensation under the FLSA or any other federal, state or local law. This Release includes all claims that were or could have been asserted in this Lawsuit concerning compensation.

5. **Joint Motion to Approve Settlement and request Dismissal with Prejudice.** The parties agree to jointly file a Motion to Approve the Settlement and Request that the court dismiss this case with prejudice. The parties also agree to request that the court withdraw its Order dated September 13, 2013 (Doc. No. 22).

6. **Warranties and Representations.** The Parties hereto represent and warrant for themselves that:

- a. Before executing this Agreement, he or it became fully informed of the terms, contents, conditions, and effect of this Agreement;
- b. He or it is legally competent to execute this Agreement;
- c. This Agreement is fully and forever binding on each of them;
- d. No promise or representation of any kind has been made by or on behalf of the other except as is expressly stated in this Agreement;
- e. In entering this Agreement, he or it has had the benefit of the advice of lawyers of his or its own choosing and is entering into this Agreement freely, by his or its own choice and judgment, and without duress or other influence;
- f. He or it owns the claims being settled and released and has not assigned or transferred the same in whole or part.

7. **No Admission of Liability.** This Agreement is entered into for the purpose of compromising the disputed claims in the Lawsuit. The execution of this Agreement is not intended to be, and shall not be, an admission by either of the Parties of any liability whatsoever, and shall not constitute an admission by either Party of the validity of the claims and defenses held or asserted by the other.

8. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

9. **Multiple Parts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one instrument.

The undersigned caused this Agreement to be executed on this 22 day of NOVEMBER, 2013.



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**ANTHONY RITHMAN**  
**Plaintiff**

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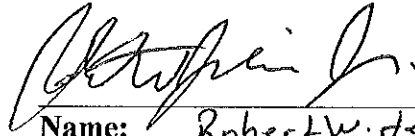
**Name:**

**As Authorized Agent for ABC Pest and Lawn Services of San Antonio, Inc., A B C Pest Control, Inc. of Austin, ABC Pest Control of College Station, Inc., ABC Home & Commercial Services, and Robert Jenkins, Jr.**

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**ANTHONY RITHMAN**

**Plaintiff**



Name: *Robert W. Jenkins Jr.*

**As Authorized Agent for ABC Pest and  
Lawn Services of San Antonio, Inc., A B  
C Pest Control, Inc. of Austin, ABC Pest  
Control of College Station, Inc., ABC  
Home & Commercial Services, and  
Robert Jenkins, Jr.**